

RECORDATION NO. 1127-A
8261-R
JAN - 5 1983 - 11 20 AM

WILMER, CUTLER & PICKERING
1666 K STREET, N. W.
WASHINGTON, D. C. 20006
INTERSTATE COMMERCE COMMISSION

ALLEN H. HARRISON, JR.

DIRECT LINE (202)

872-6093

CABLE ADDRESS: WICRIN WASH, D. C.
INTERNATIONAL TELEX: 440-239
TELEX: 89-2402
TELEPHONE 202 872-6000

EUROPEAN OFFICE

1 COLLEGE HILL

LONDON, EC4R 2RA, ENGLAND

TELEPHONE 01-236-2401

TELEX: 851 883242

CABLE ADDRESS: WICRIN LONDON

No. 3-005A051
JAN 5 1983

Date

Fee \$ 20.00

ICC Washington, D. C.

FILE Second

January 5, 1982

Dear Madam Secretary:

On behalf of North American Car Corporation,
I submit for filing and recording under 49 U.S.C. §
11303(a), and the regulations promulgated thereunder,
the enclosed three copies of a secondary document
entitled "Assignment of Lease and Security Agreement."
One is an executed original counterpart and the other
two are certified true copies.

The aforesaid document acts to assign interest
in the Lease of Railroad Equipment dated June 8, 1972,
recorded June 9, 1972 with the Interstate Commerce
Commission under Recordation No. 6627. The enclosed
document should be recorded under the next available
letter suffix under Recordation No. 6627.

The parties to this transaction are:

North American Car Corporation - Assignor
33 West Monroe Street
Chicago, Illinois 60603

First Security Bank of Utah, National
Association - Assignee
79 South Main Street
Salt Lake City, Utah 84111

First Security Bank of Idaho, National
Association - Assignee
119 North 9th Street
Boise, Idaho 83702

First Security State Bank - Trustee
79 South Main Street
Salt Lake City, Utah 84111

RECEIVED
JAN 5 11 18 AM '83
FEE OPERATION BR.
I.C.C.

Counterpart -
Chas. J. L. L.

As to the above-mentioned Lease under Recordation No. 6627, the instant document acts as an assignment of interest held therein by the above-named Assignor to the above-named Assignees, and the equipment involved is the equipment covered in the afore-mentioned Lease.

It is my understanding that the filing of the instant document will be cross indexed under the name of each of the afore-mentioned Assignees, namely cross indexed under (1) First Security Bank of Utah, National Association and (2) under First Security Bank of Idaho, National Association.

Further, please cross index the filing of this document under First Security State Bank. A cross index fee of \$10 has been included to cover this request.

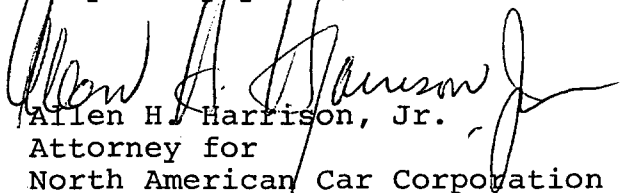
Enclosed is a check of this firm in the amount of \$20 which covers the \$10 recordation fee for the instant document, and \$10 for the requested cross indexing of an additional party.

A short summary of the document to appear in the Index is as follows:

"Assignment by NAC of interest in
above Lease."

Once the filing has been made, please return to bearer the stamped executed original counterpart, together with one stamped certified true copy, and retain the remaining certified true copy for your file. Also please return to bearer the fee receipt, the letter from the Interstate Commerce Commission acknowledging the filing, and the two extra copies of this letter of transmittal stamped to indicate the filing and recording.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for
North American Car Corporation

Honorable Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

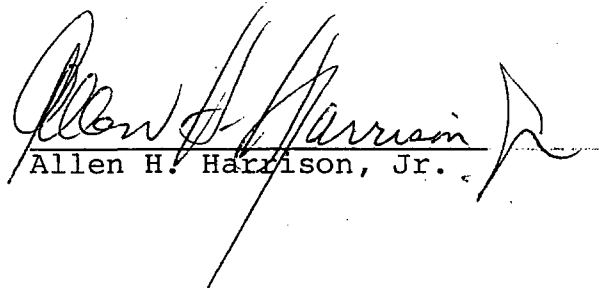
CERTIFICATE OF COMPARISON

RECORDATION NO. 6627-A
FILED 1425
JAN - 5 1983 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

DISTRICT OF COLUMBIA) SS.:

I, Allen H. Harrison, Jr., a member of the Bars of the District of Columbia and the Commonwealth of Virginia, do hereby certify that I have compared the attached copy of the document entitled "Assignment of Lease and Security Agreement" with an executed original counterpart thereof and find the said copy to be in all respects a true, correct and complete copy of the aforesaid executed original counterpart.

IN WITNESS WHEREOF, the undersigned has hereunto affixed his signature this 4th day of January, 1983.


Allen H. Harrison, Jr.

Subscribed and sworn to
before me this 4th day
of January, 1983.


Notary Public, D.C.

My commission expires:

May 31, 1984

ASSIGNMENT OF LEASE AND SECURITY AGREEMENT

NORTH AMERICAN CAR CORPORATION

Assignor

FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION

and

FIRST SECURITY BANK OF IDAHO, NATIONAL ASSOCIATION

Assignees

and

FIRST SECURITY STATE BANK

as Trustee

Dated December 31, 1982

THIS ASSIGNMENT OF LEASE AND SECURITY AGREEMENT dated December 31, 1982 among North American Car Corporation (the "Assignor"), First Security Bank of Utah, National Association ("Utah"), First Security Bank of Idaho, National Association ("Idaho") and First Security State Bank, as Trustee (the "Trustee").

W I T N E S S E T H :

WHEREAS, Utah and Idaho (hereinafter together referred to as the "Assignees") have entered into a Trust Agreement dated as of April 1, 1972 with the Trustee; and

WHEREAS, the Trustee, pursuant to authorizations and directions contained in such Trust Agreement, has entered into a Lease of Railroad Equipment, dated as of April 1, 1972, (the "Lease") with the Assignor, as lessee, which was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on May 11, 1972, Recordation No. 6591-B and deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada on May 11, 1972; and

WHEREAS, pursuant to Section 12 of the Lease, the Assignor has subleased 500 Units (as such term is defined in the Lease) (the "Conrail Units") to George P. Baker, Richard C. Bond, Jervis Langdon, Jr. and Willard Wirtz, Trustees of the property of Penn Central Transportation Company, Debtor, and the successors of said Trustees, or any of them ("Conrail") under a Lease of Railroad Equipment dated June 8, 1972 (the "Conrail Lease") which was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on June 9, 1972, Recordation No. 6627; and

WHEREAS, in order to finance the purchase of the Conrail Units, Pullman Incorporated (Pullman-Standard Division), the Assignor and the Trustee have entered into a Conditional Sale Agreement dated as of April 1, 1972 (the "CSA") and, pursuant to Article 8 thereof, the Assignor has unconditionally guarantied the repayment of certain amounts and the performance of certain obligations of the Trustee thereunder (the "Guaranty");

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Purchase by the Assignees

Subject to the fulfillment of the conditions set forth in Section 8 hereof, and the other terms and conditions set forth herein, the Assignees agree to purchase all of the right, title and interest of the Assignor in and to the Conrail Lease. The purchase price of such interest shall be \$1,201,743.00 together with the additional amounts, if any, required to be paid by Assignees pursuant to Section 5(b) hereof (the "Purchase Price") which shall be payable in immediately available funds as hereinafter provided.

2. Assignment of Sublease and Reassignment

In consideration of the receipt of the Purchase Price, the Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over unto the Assignees, and each of them, all of the Assignor's right, title and interest in and to the Conrail Lease, the Conrail Units and any and all rents (the "Conrail Rents") and other amounts payable or to become payable thereunder, including, without limitation all rent, insurance proceeds and indemnity payments for the period beginning January 1, 1983 to and including July 1, 1987, not including the payment due January 4, 1983, for December, 1982 rent.

Provided there is no Event of Default or condition which, with the passing of time or the giving of notice, or both, could become an Event of Default, under Clause B, C or D of Section 10 of the Lease, the Assignees and each of them agree that on July 1, 1987, all the rights herein assigned shall terminate and all the right, title and interest of the Assignor in and to the Conrail Lease shall revert to the Assignor except the rights of the lessor under the Conrail Lease to receive, sue for and collect any and all amounts then due and owing under the Conrail Lease.

3. Abatement of Rent and Casualty Values

The Trustee with the consent of and at the direction of the Assignees, and each of them, hereby waives its right to receive from the Assignor (i) those payments of rental provided for in Section 3 of the Lease, solely with respect to the Conrail Units, beginning with the payment due March 1, 1983 and ending with the payment due March 1, 1987, inclusive; and (ii) the Casualty Values provided for in Section 7 of the Lease, solely with respect to the Conrail Units, payable for casualty occurrences during the term of the assignment of the Conrail Lease

set forth in Section 2 hereof. Except as provided in the Agreement of even date herewith between Assignor, Assignees, and the Trustee, the Lease shall remain in effect during the term of the assignment granted in Section 2 hereof except for the foregoing abatement of rent and Casualty Values. In the event of a default under the Conrail Lease, the Assignees will pursue in good faith the remedies available to them under the Conrail Lease. If the Assignees are unable to enforce any agreement or covenant of Conrail, other than the covenant to pay rent or Casualty Values, or to collect damages by reason of Conrail's failure to perform or fulfill such agreement or covenant within 90 days of making demand therefor, the Assignees shall be entitled to pursue the corresponding remedies available to the Trustee under the Lease. In the event of a default by Conrail in the payment of any amount of rent or any Casualty Value provided for in Section 3 and Section 9, respectively, of the Conrail Lease during the term of the assignment granted in Section 2 hereof, the Assignees shall have no recourse to the Assignor or its assets for the payment thereof.

4. Guaranty

Notwithstanding the limited recourse available to the Assignee pursuant to Section 3 hereof, the Assignor is not relieved, nor shall any provision of this Agreement be construed as relieving the Assignor, to any extent from any of its obligations under the Guaranty. Neither this Agreement nor any of the transactions contemplated hereby shall be raised as a defense by the Assignor in any action by the Vendor, as such term is defined in the CSA, or its assigns to enforce the Guaranty.

5. Covenants Concerning the CSA

(a) The Assignees agree to pay the Vendor, only to the extent hereinafter provided, each installment of the Conditional Sale Indebtedness due under the CSA with respect to the Conrail Units (the "Conrail CSA Indebtedness") commencing with the installment due March 1, 1983 through and including the installment due March 1, 1987, pursuant to the provisions of Section 5(b) and (c) below.

(b) For the March 1, 1983 installment of the Conrail CSA Indebtedness, the Assignees shall pay the Vendor the Conrail Rents received by the Assignees by such date plus such additional amounts, if any, over the Conrail Rents due the Assignees for January and February of 1983 rent, necessary to pay such installment.

(c) For each installment of the Conrail CSA Indebtedness due after March 1, 1983 through and including the installment due March 1, 1987, the Assignees shall pay the Vendor the amount of each semi-annual installment only to the extent of the Conrail Rents received by the Assignees during the six months prior to each such installment. Conrail Rents received during each six month period in excess of the installment of the CSA Indebtedness due at the end of such period shall be the sole, absolute, unrestricted and unencumbered property of the Assignees.

(d) The Assignees further agree to pay the Vendor the Casualty Value (as defined in the CSA) due the Vendor under the CSA with respect to any Conrail Unit only to the extent the Assignees receive payments for such Conrail Units pursuant to Section 9 of the Conrail Lease. Amounts received by the Assignees under Section 9 of the Conrail Lease in excess of the Casualty Value due the Vendor shall be the sole, absolute, unrestricted and unencumbered property of the Assignees.

(e) Any amounts received pursuant to the indemnities in the Conrail Lease shall be allocated between the Assignor and the Assignees to the party which has suffered the loss for which the indemnity payment was made.

(f) Except as expressly provided above in this Section 5, the Assignees have not and shall not have agreed to assume or otherwise agreed to pay any obligations under the CSA. The Assignees jointly and severally agree to indemnify the Assignor for any loss incurred by it by reason of the failure of the Assignees, or either of them, to pay the amounts due to the vendor under the CSA as provided in this Section 5.

6. Amendment to Lease

In consideration of the receipt of a payment on the date hereof, the Lease is hereby amended only with respect to the Conrail Units by deleting clause (a) from the first paragraph of Section 13, deleting all of the third, fourth, sixth, seventh and eighth paragraphs of Section 13 thereof and by deleting the words "and the additional sums (if any)" from the first sentence of paragraph 5 of Section 13 thereof. Section 13 shall remain unchanged and in full force and effect with respect to all Units except the Conrail Units.

7. Representations and Warranties

The Assignor does hereby represent and warrant that:

(a) The Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware;

(b) The Assignor has the full power and authority to execute, deliver and perform this Agreement;

(c) This Agreement has been duly authorized, executed and delivered by the Assignor and constitutes the legal, valid and binding obligation of the Assignor enforceable against it in accordance with its terms subject as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;

(d) No authorization, consent or approval of any governmental authority is required for the execution, delivery or performance by the Assignor of this Agreement;

(e) Neither the execution, delivery or performance by the Assignor of this Agreement, nor compliance with the terms and provisions hereof, conflicts or will conflict with or will result in a breach or violation of any of the terms, conditions or provisions of any law, governmental rule or regulation or the charter documents, as amended, or by-laws, as amended, of the Assignor or any order, writ, injunction or decree of any court or governmental authority against the Assignor or by which it or any of its properties is bound, or of any indenture, mortgage or contract or other agreement or instrument to which the Assignor is a party or by which it or any of its properties is bound, or constitutes or will constitute a default thereunder or will result in the imposition of any lien not permitted by the Lease upon any of its properties.

(f) Neither the execution, delivery or performance by the Assignor of this Agreement, nor compliance with the terms and provisions hereof relieves or will relieve the Assignor from its obligations under the Guaranty; and

(g) There are no suits or proceedings pending or, to the knowledge of the Assignor, threatened in any court or before any regulatory commission, board or other governmental agency against or affecting the Assignor, nor any agreement between the Assignor and the current holder of the majority of the Assignor's issued and outstanding stock (the "Parent") with other

corporations the majority of whose issued and outstanding stock is held by the Parent, other than those agreements disclosed in the Assignor's SEC Form 10-K for the calendar year ending December 31, 1981 which are likely to have a material adverse effect on the ability of the Assignor to perform its obligations under this Agreement, the Guaranty or the Lease.

(h) To the knowledge of the Assignor, the Conrail Lease is in full force and effect and constitutes the legal, valid and binding obligation of Conrail enforceable against Conrail in accordance with its terms subject as to enforceability of remedies, to limitations imposed by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity;

(i) To the knowledge of the Assignor, there is no Event of Default nor any condition which, with the passing of time or giving of notice of both, could become an Event of Default, under the Lease or the Conrail Lease.

(j) The Initial Term Terminal Day, as such term is defined in the Conrail Lease, is July 1, 1987 and rental in the amount of \$192.60 per Conrail Unit for Group I as defined in the Conrail Lease, and \$198.62 per Conrail Unit for Group II is due on the first day of each month beginning January 1, 1983 through July 1, 1987.

(k) To the knowledge of the Assignor, there are, on the date hereof, 383 Conrail Units in Group I and 93 Conrail Units in Group II.

(l) To the knowledge of the Assignor, the Conrail Units are in the condition required to be maintained under the Lease and the Conrail Lease.

Notwithstanding the limited recourse language of Section 3 hereof, if the Assignees are unable to enforce the Conrail Lease or to recover all amounts due and owing under the Conrail Lease solely by reason of the falsity when made of any of the foregoing representations and warranties, the Assignor shall be liable, and the Assignees and each of them, shall have full recourse against the Assignor, for any loss incurred by the Assignees or either of them as a result of such falsity, the same constituting a breach hereof.

8. Conditions Precedent

The obligation of the Assignees to pay the purchase price set forth in Section 1 hereof shall be subject to the fulfillment of the following conditions:

(a) The Assignees shall have received fully executed counterparts of this Agreement and the Conrail Lease;

(b) The Assignees shall have received a signed opinion of such legal counsel for the Assignor as is reasonably acceptable to the Assignees as to each of the matters set forth in Sections 7(a) through (g) hereof;

(c) The Assignees shall have received certified copies of the appropriate proceedings of the board of directors of the Assignor with respect to this Agreement and to the execution, delivery and performance hereof by the Assignor;

(d) The Assignees shall have received satisfactory confirmation that this Agreement has been filed with the Interstate Commerce Commission and an opinion of counsel reasonably acceptable to the Assignees that the Assignees' interest in the Conrail Lease has been perfected;

(e) Notice of the assignment of the Conrail Lease to Assignees shall have been provided to and acknowledged by Conrail in writing;

(f) Assignor shall have executed and delivered to Assignee, in substantially the form previously agreed a Transfer and Pledge Agreement relating to a Certificate of Deposit of NAC (the "CD Transfer"); and

(g) Assignor shall have delivered to Assignees the certificate of deposit referenced in the CD Transfer with appropriate endorsements or powers of attorney, transfer or negotiation.

9. Miscellaneous

(a) This Agreement shall be binding upon and inure to the benefit of the Trustee, Utah, Idaho, the Assignor and their respective successors and assigns.

(b) This Agreement is being delivered in the State of Utah. The terms of this Agreement and all rights and obligations of the parties hereto shall be governed by the laws of

the State of Utah. Such terms, rights and obligations may not be changed orally, but may be changed only by an agreement in writing signed by the party against whom enforcement of such change is sought. This Agreement may be executed in any number of counterparts, but all of such counterparts shall together constitute a single instrument.

(c) The Assignor shall pay or cause to be paid all of the costs and expenses incurred by the Assignees in connection with the preparation, execution and delivery of this Agreement and the filing with the Interstate Commerce Commission and any UCC-1 financing statements reasonably deemed necessary by the Assignees.

(d) The Assignees and the Assignor agree to give the other notice immediately upon the occurrence of an Event of Default under the Conrail Lease of which such party has knowledge. Such notice shall be given by first class mail, postage prepaid to the other parties at the respective address of each set forth below.

(e) Notwithstanding the last sentence of the second paragraph of Article 23 of the CSA, the parties hereto intend that this Agreement shall be binding and enforceable in accordance with the terms hereof.

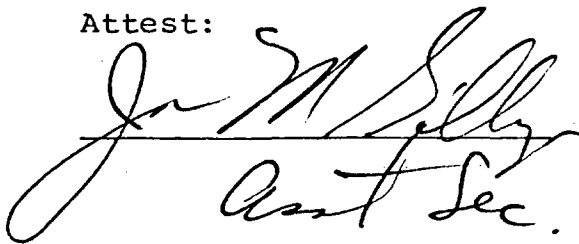
(f) The Assignees hereby authorize and direct the Trustee to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers hereunto duly authorized as of the date first set forth above.

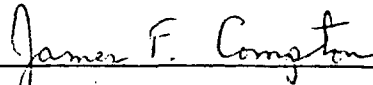
ASSIGNOR: NORTH AMERICAN CAR CORPORATION

(SEAL)

Attest:


Asst Sec.

By:



Title:

Vice President

Address:

33 West Monroe Street
Chicago, Illinois 60603
Attn: V.P. - Finance

UTAH: FIRST SECURITY BANK OF UTAH,
NATIONAL ASSOCIATION

ATTEST:

Ray M. Knight
Title: Vice President

By: James A. Harris
Title: Executive Vice Pres

Address: 79 South Main Street
Salt Lake City, Utah 84111

With a copy to:

First Security Leasing Company
79 South Main Street
Salt Lake City, Utah 84111

IDAHO:
FIRST SECURITY BANK OF IDAHO,
NATIONAL ASSOCIATION

ATTEST:

Hester F. Deulau
Title: _____

By: Ray M. Knight
Title: Vice President

Address: 119 North 9th Street
Boise, Idaho 83702
Attn: Head Office,
Credit Administration

With a copy to:

First Security Leasing Company
79 South Main Street
Salt Lake City, Utah 84111

TRUSTEE: FIRST SECURITY STATE BANK

ATTEST:

Ray M. Knight
Title: Sec.

By: Ray M. Knight
Title: Vice President

Address: c/o First Security Bank
of Utah, N. A.
Corporate Trust Department
79 South Main Street
Salt Lake City, Utah 84111

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 31st day of December, 1982, before me appeared James F. Compton and James M. Gillespie, personally known to me to be the Vice President and Assistant Secretary of NORTH AMERICAN CAR CORPORATION, respectively and personally known to me to be the same persons whose names are subscribed to in the foregoing instrument, and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument on behalf of said corporation and caused the corporate seal to be affixed thereto by the authority of its Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

Olafson Murray
NOTARY PUBLIC

(S E A L)

My Commission Expires: 4-19-86

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 31st day of December, 1982, before me personally appeared Louis A. Harris and Ray N. Knight, to me personally known who, being by me duly sworn, said that they are respectively, the Executive Vice Pres and Vice President of First Security Bank of Utah, National Association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association this day by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

My Commission Expires:

2-11-84

Pauline Sabone
Notary Public
Residing at Salt Lake County, Utah

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 31st day of December, 1982, before me personally appeared Ray N. Knight and Harry L. Denton, to me personally known who, being by me duly sworn, said that they are respectively, the Vice President and Asst. Secretary of First Security Bank of Idaho, National Association, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association this day by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

My Commission Expires:

2-11-84

Pauline Sabone
Notary Public
Residing at Salt Lake County, Utah

STATE OF UTAH

)

) ss.

COUNTY OF SALT LAKE

)

On this 31st day of December, 1982, before me personally appeared Key M. Knight and Thorne E. Baer, to me personally known who, being by me duly sworn, said that they are respectively, the Vice President and Secretary of First Security State Bank, a Utah banking corporation, that the seal affixed to the foregoing instrument is the seal of said association, that said instrument was signed and sealed on behalf of said association this day by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

My Commission Expires:

2-11-84

Pauline L. Loomis

Notary Public

Residing at Salt Lake County, Utah